



Borough of Harrington Park

85 HARRIOT AVENUE
HARRINGTON PARK, NEW JERSEY 07640-1500

TEL: (201) 768-1700
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RESOLUTION

BOROUGH OF HARRINGTON PARK BERGEN COUNTY

WHEREAS, the Mayor and Council of the Borough of Harrington Park and the Harrington Park DPW Association have been negotiating a new DPW contract; and

WHEREAS, the DPW Contract negotiating committee of the Council has recommended that the Mayor and Council accept the proposed changes for the years January 1, 2005 and continuing through December 31, 2009; and

WHEREAS, the stability of the Borough and welfare of its residents is best served when there is a negotiated contract for the DPW; and

WHEREAS, the Mayor and Council are satisfied that it is in the best interests of the Borough to accept the proposed contract.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Harrington Park, County of Bergen, State of New Jersey as follows:

1. The Mayor, Borough Clerk or such other authorized person shall sign, execute and deliver the new collective bargaining agreement on behalf of the Borough of Harrington Park.
2. The retroactive salaries shall be paid to DPW personnel pursuant to the terms of the contract and provided for herein.

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I hereby certify the foregoing to be a true copy of a Resolution adopted by the Borough Council at a meeting held on February 22, 2005.

A handwritten signature in cursive script, reading "Susan S. Nelson".

Susan S. Nelson
Deputy Borough Clerk

Borough of Harrington Park
-and-
Harrington Park DPW Association

AGREEMENT

THIS AGREEMENT, made this 22 day of February, 2005 between the Borough of Harrington Park (hereinafter referred to as the "Borough") and the Harrington Park DPW Association (hereinafter referred to as the "Association").

It is agreed between the Borough and the Association as follows:

One: Term of Agreement: This agreement shall be effective as of January 1, 2005 and shall remain in full force and effect until December 31, 2009.

Two: Reservation of Rights: The Borough expressly reserves unto itself all power, duty and responsibility vested in it by the Laws and constitutions of the United States and The State of New Jersey but specifically:

The administrative and executive management and control of all Borough employees, including but not limited to: the hiring, reassignment, assignment, promotion, transfer, layoff, suspension, discipline and discharge of employees.

The determination of the need and size of work force, assignment of overtime, the right to contract or subcontract for services, the work to be performed and the manner and methods whereby such work is to be done and all such acts which are specifically reserved to it by law and considered administrative and managerial.

Three: Association Recognition: The Association is the exclusive bargaining agent for all full-time salaried employees of the DPW. There shall be two classes of employees, the regular DPW employees and the custodial maintenance employee. The respective duties and benefits shall be different for each group. Excluded from such representation are the superintendent and assistant superintendent (if any), part time employees and full time non-salaried employees paid on an hourly basis and all those defined by N.J.S.A. 34:13a-5.3 as supervisors. In addition, the Borough reserves unto itself the right to employ part time employees to work the "Recycling Center" on holidays and weekends at such rate of pay as to be determined by the Borough.

Four: Payment to Association: No employee will be required to join the Association but all employees covered by this agreement who do not join the Association within thirty days of the date of this Agreement or of their employment or re-employment, will be required to pay to the Association as a condition of employment 85% of the regular Association membership as certified by the Association. Such payment will be done by periodic payroll deduction. So long as the Association remains the majority representative of the employees it shall be entitled to the payments referred to herein and past the termination date of this agreement unless this agreement is modified in writing.

Five: Non-Discrimination, Non-Lock Out, Non-Strike Clause: As defined by the Laws of the State of New Jersey, The United States of America and pertinent case law, it is agreed:

A. Neither the Borough nor the Association shall engage in any discrimination in employment.

B. The Borough will not lock out any member of the Association.

C. The Association agrees not to strike or take any job action, or in any way hinder or impede services to the Borough. In furtherance of this agreement the Association will take such action, public or private, as permitted under law, to prevent or end such unlawful action. The Borough shall have all such rights permitted under law to end any such activity.

D. The Association agrees that if it requests the Borough to undertake any action pursuant Paragraph Four of this agreement, it will defend, indemnify and save harmless the Borough against all actions, claims, demands, loss or expense (including attorney fees) that may be made or alleged against the borough.

Six: Work Week, Minimum Recall and Overtime (custodial maintenance employee not included):

The normal work week shall be Monday through Friday, 7:30AM to 4:00PM, eight hours per day not including a thirty minute lunch break, forty hours per week and consisting of 2,080 hours yearly, unless otherwise agreed to by the parties. The Borough has the right to change the hours of work for any emergency, including leaf season, as in the past. If a grievance arises over the word "emergency" or the phrase "as in the past" and cannot be resolved through normal grievance procedures, it shall be resolved through Public Employment Relations Commission. The employees shall be entitled to one coffee break in the morning.

All employees shall be available for emergency needs ("stand-by" service) on a rotating basis as determined by the superintendent. Stand-by service will cover that period of time from 4:00PM, Friday until 7:30AM the following Monday. Each employee on stand-by status will receive, in addition to all other money \$75.00 per day for each day of stand-by status.

Each Employee whose time off is interrupted because he is called to work shall be guaranteed a minimum of three hours work.

For each hour worked in any work week over forty, or for any hour worked on a designated holiday, the employee shall be paid at one and one half his normal hourly rate. For any hour worked between 6:00PM Christmas Eve and 6:00PM Christmas Day, 6:00PM New Year's Eve and 6:00PM New Year's Day, Memorial Day, and Thanksgiving Day, the employee shall be paid at twice his normal hour rate.

For purposes of determining eligibility for benefits under this agreement reference shall be made to the anniversary date of employment. all those whose employment began on or before May 31 of a given year will commencement date of January 1 of the year of employment. All those whose employment began after May 31 shall be assigned an employment commencement date of January 1 of the succeeding calendar year of employment. Compensation and benefits shall be paid according to the following Schedule:

SALARY STEP RATES

Salary steps are to be calculated annually. the borough may hire new employees and place them at any step by virtue of experience no higher than any current employee:

	2005	2006	2007	2008	2009
Step 1	\$29,604.88	\$30,789.07	\$32,020.64	\$33,301.46	\$34,633.52
Step 2	\$32,565.35	\$33,867.97	\$35,222.69	\$36,631.59	\$38,096.86
Step 3	\$35,525.84	\$36,946.87	\$38,424.75	\$39,961.74	\$41,560.21
Step 4	\$40,759.40	\$42,389.78	\$44,085.37	\$45,848.78	\$47,682.73
Step 5	\$44,586.71	\$46,370.18	\$48,224.99	\$50,153.99	\$52,160.15
Step 6	\$48,329.14	\$50,262.31	\$52,272.80	\$54,363.71	\$56,538.26
Step 7	\$52,517.93	\$54,618.65	\$56,803.39	\$59,075.53	\$61,438.55
Step 8	\$62,373.83	\$64,868.79	\$67,463.54	\$70,162.08	\$72,968.56

Longevity shall be calculated on employee's step rate added to the bi-weekly pay. Any employee hired after January 1, 1995, will not be eligible for longevity, only current employees are eligible. Time periods shall run from the anniversary date and shall include periods of complete and continuous service.

LONGEVITY

After 5 years of service	1 1/2%
After 8 years of service	3%
After 11 years of service	4%
After 14 years of service	5%
After 18 years of service	6%
After 23 years of service	7%

Seven: Insurance: The Borough shall provide to all employees referred to herein Health Insurance in substantially equal or greater benefits than those provided by New Jersey State Health Benefits Program. In addition, the Borough shall also supply dental insurance equal or greater in benefits than those provided by Delta Plan of New Jersey, Inc., to members and their eligible dependents. Members hereby authorize the payroll deduction of 14% of the cost of such dental coverage on a periodic basis.

Eight: Custodial Maintenance Employee: The custodial maintenance employee shall be responsible to clean all municipal buildings (as assigned) and maintain the "recycling center" and shall receive a salary to be negotiated when and if the custodial position is filled. He shall be entitled to longevity and vacation as provided in paragraph Six which shall apply in other respects except as follows:

There shall be no "stand-by" service or compensation for the custodial maintenance employee. The custodial maintenance employee shall at all times be available for emergency call. for emergency service the employee shall be paid at the overtime rate.

The workweek for custodial maintenance employee shall be Tuesday through Saturday, 7:30AM until 4:00PM, unless otherwise agreed by the parties. However, the Borough has the right to unilaterally change the hours of work on a temporary basis only.

In addition, the custodial maintenance employee shall be directly assigned and supervised the Superintendent. He shall not be required to have a "CDL" drivers license but may, when needed, be assigned to work in other capacities.

Nine: Vacations, Leave and Personal Days: all vacations will be scheduled in advance, and may be in individual days. All vacation time is subject to the approval of the Superintendent. Should a requested vacation period be denied, the employee may appeal to the Mayor and Council.

VACATIONS

After 6 months to 1 year	1 week
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 weeks

Personal Days: Each member shall be entitled to four paid personal days per year. The employee shall provide as much advance notice of intention to take a personal day as is practicable and is subject to the approval to the Superintendent, which approval shall not be unreasonable withheld. Explanations of personal days are not required.

Holidays: the following are determined to be paid Holidays for 2005 through 2009

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Sick Leave: Each member shall be entitled to paid sick leave for temporary, non work related illnesses. After five days of continuous sick leave, the borough may require proof of inability to work from the employee's physician or may require, at its own expense, the employee to submit to an examination (or examinations) by a physician of the Borough's own choosing. Any abuse of this provision may cause a member to be disciplined. After eight (8) days of continuous absence, the borough shall pay to the employee the difference in his full salary and those salary benefits collected or collectable from S.D.I. for a period of six (6) months. After six (6) months the Borough will self-insure the employee for an additional six (6) months for a total of twelve (12) months. After twelve (12) months the Borough may choose to re-investigate the claim based on medical opinion supplied by both sides concerning the employees medical status and ability to return to work. The Borough shall continue to make all other payments during the period as if the employee was actively working.

Work Related Injuries: The Borough shall pay for and provide Worker's Compensation as required by the Laws of the state of New Jersey. For the period of one year from the date of a work related accident from which the employee is disabled from work the Borough shall pay to the employee the difference in his full salary and those salary benefits collected or collectable from Worker's Compensation. The Borough shall continue to make all other payments during this period as if the employee was actively working.

Jury Duty: all employees shall be paid for jury duty as prescribed by N.J.S.A. 2a:69-5.

Bereavement Leave: Each member shall be granted up to three paid days leave to attend the funeral and family needs as the result of the death of the following:

Employee's spouse, child, parent, sibling, mother- or father-in-law and grandparent of the employee or spouse.

In addition, the Superintendent in his sole discretion may grant additional leave as deemed necessary either without pay or as a deduction from vacation time, such decision is final and not appealable.

Birth of a Child: whenever a child is born to a member (as is defined in N.J.S.A. 34:11b-3, "Family Leave Act"), he or she shall be entitled to three paid days leave of absence.

Leave of Absence: It is within the sole discretion of the Mayor and Council to provide a leave of absence and any extension thereto to any member with or without pay for any other reason not covered herein and not otherwise provided by law (military leave). the request for said leave of absence shall be made first to the Superintendent at least thirty (30) days prior to the day on which the leave is to commence.

A member when returned from a leave of absence shall to the extent practicable resume the position he/she held prior to going on leave. while on leave, a member shall retain but not accumulate seniority.

Ten: Personnel Files: There shall be maintained at all times a personnel file for each member. The files shall be kept private and confidential in the office of the Borough Clerk. All information regarding the employment of the member shall be maintained in the file. Whenever a written complaint regarding a member is generated, a copy thereof shall be provided to the employee. The employee is entitled to prepare a rebuttal to any charge and the rebuttal along with the charge shall be maintained in the file. Employees, on reasonable notice to the Borough Clerk, shall be entitled to review his/her personnel file.

Eleven: Grievance Procedure: Any member is entitled to "grieve" as provided herein any dispute over the interpretation, application, or alleged violation of the terms of this agreement or the policies, directives, orders and administrative decisions affecting the terms and conditions of employment. Such grievance may be presented by the employee or other representative he designates.

The method provided herein is the sole and exclusive method of the resolution of grievances between the parties and shall be followed in the succession provided herein unless the parties consent otherwise.

1. The moving party shall present a written grievance to the Superintendent in writing within five working days of the date of the event or knowledge of the event but not exceeding the applicable statute of limitations from the date of the event) giving rise to the grievance. The Superintendent shall investigate the allegations of the grievance, set the matter down for discussion within two working days of receipt of the grievance and the parties hereto shall negotiate in good faith to resolve the matter. Within five days of the conclusion of the discussion, the Superintendent shall issue his decision.

2. If the grievance is not resolved by the action taken in Step #1, the grievance may be appealed within five working days of the receipt of the decision of the Superintendent to the Borough Council Grievance Committee as appointed by the Mayor. The committee shall have ten days to investigate and hear the matter. The Borough Council Grievance committee shall render its decision within fifteen days of the date of the receipt of the appeal. The finding is final.

Twelve: Data for Future Bargaining: The Borough agrees to make available to the Association all relevant data necessary for the Association to bargain collectively including salaries and benefits enjoyed by others employees, the costs of various insurance and other programs, information concerning overtime worked by employees, the total number of sick days taken by employees, information protected by privacy and attorney work product.

Thirteen: Miscellaneous: Each newly hired employee member is subject to a six month probationary period during which the rights afforded under this agreement shall not apply except for those that relate to salary, insurance, and holidays occurring during this

DPW employees shall be provided with uniforms and equipment and all salary and accrued benefits shall be paid to his estate upon death. There will be paid an annual boot allowance of \$250.00 payable on or before July 1st of each year.

Fourteen: Savings Clause: Should it be determined that any portion of this agreement is deemed invalid to any person or circumstance, then the remainder of this agreement or application of such provision to other persons or circumstances shall not be affected thereby.

The failure to enforce any provision of this agreement shall not be deemed a waiver thereof.

Fifteen: For Cause: The mayor and Council may, after a hearing, suspend or dismiss any member for cause. Cause shall include but not be limited to insubordination and any illegal or immoral activity.

Sixteen: Safety: the Borough and designated members of the Association will from time to time meet, discuss and make recommendations regarding the safety of the members and the public.

Seventeen: Notices: all notices required to be sent thereunder shall be by either certified mail, return receipt requested, or personal service.

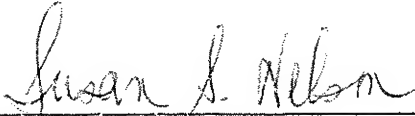
On the Association, to the President or any of its authorized representatives.

On the Borough, to the Borough Clerk or such other person required to be notified under the terms of this agreement. Where the agreement refers to "Superintendent" it shall also mean Assistant Superintendent or to the designated person in the absence of the Superintendent.

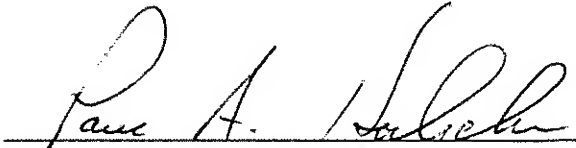
IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement
this 21st day of February, 2005.

ATTEST:

BOROUGH OF HARRINGTON PARK



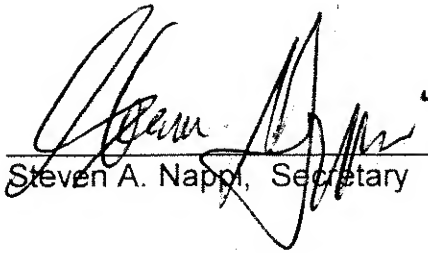
Susan Nelson, Clerk



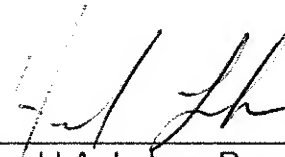
Paul A. Hoelscher, Mayor

ATTEST:

HARRINGTON PARK DPW ASSOCIATION



Steven A. Nappi, Secretary



Harold A. Lohse, President